

**SUPPLEMENTARY**  
**INSTRUCTIONS TO BIDDERS**  
**AND**  
**GENERAL CONDITIONS**

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The following Supplementary to Instructions to Bidders and General Conditions reinstate, delete, modify or change the Instructions to Bidders and General Conditions of the State of New Jersey, Department of Treasury, Division of Building and Construction, amended January 1995. If no mention is made of an Article, Paragraph or Subparagraph, these clauses remain in force in their entirety.

**GENERAL**

All references in the specifications and drawings to the **Division of Building & Construction (DBC)** shall be changed to **Division of Property Management and Construction (DPMC)**

**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

**IB1 Bid Proposals**

**IB1.8** Delete this section in its entirety and reinstate with the following:

The Prime bidder must include in the bid envelope: (1) the proposal signed by the bidder, (2) the executed affidavit of non-collusion, (3) bid security as further described in section IB6 and, (4) a copy of the Prime's Certificate of Registration or registration application as cited in the N.J.S.A. 34:11-56.25.

**IB5 Qualification of Bidders**

**IB5.5** The Public Works Contractor Registration Act, N.J.S.A. 34:11-56.25, provides that no contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work "which is subject to the provisions of the New Jersey Prevailing Wage Act, P1, 1963C.150 (C.34:11-56.25 et seq) for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or public institution, which includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor. For the purpose of the Public Works Contractor Registration Act, no Pumping Station, Treatment Plant or other facility associated with Utility and Environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the General Public or Public Institution."

IB6 Deposit and Bid Bond

IB6.1 Delete this section in its entirety and reinstate with the following:

The Proposal, when submitted shall be accompanied by a Bid Bond satisfactory to the Director, for a sum of not less than 50 percent of the Total Bid.

The Bid Bond shall be properly filled out, signed, and witnessed.

The Bid Bond shall be accompanied by a copy of the power of attorney executed by the surety company or companies. The power of attorney shall set forth the authority of the attorney-in-fact who has signed the bond on behalf of the surety company to bind the company and shall further certify that such power is in full force and effect as of the date of the bond.

If the bidder whose proposal is accepted is unable to provide the performance and payment bonds or fails to execute a contract, then such bidder and the bid bond surety, where applicable, shall be obligated to pay to the State the difference between the amount of the bid and the amount which the State contracts to pay another party to perform the work. The bidder and the surety shall pay, upon demand, the entire amount of the State's difference in cost. Should there be a deficiency in excess of the bid deposit, the bidder shall make immediate payment to the State for any such deficiency. Nothing contained herein shall be construed as a waiver of any other legal remedies that the State may have against the contractor.

**SUPPLEMENTARY GENERAL CONDITIONS**

Add the following to Article 2 of the General Conditions:

2.5 TERMINATION BY THE DIRECTOR FOR CONVENIENCE

2.5.1 The Director may, at any time, terminate the Contract in whole or in any part for the State's convenience and without cause when the Director in his sole discretion views termination is in the public interest.

2.5.2 Upon receipt of an order of Termination for Convenience, the Contractor shall not proceed with any item of work, which is not specified in the Order of Termination. The Contractor shall complete all items of work specified in the termination order. Such work shall include punch list items and all work necessary to ensure the safety of the public, to properly secure existing work

already constructed or partially constructed and to secure the Project site.

This work so ordered shall be performed in accordance with the Contract Documents, and may include items of work not in the original contract. The Contract shall be considered substantially complete upon completion and acceptance of all items of work specified in the Order, except punch list items. After completion of the punch list items and all documents required by the Contract, the Contract shall terminate upon issuance of a Final Certificate and payment. The Director reserves the right to declare in default a contractor whom fails to carry out the conditions set forth in an Order of Termination for Convenience.

When the State orders termination of the Contract for Convenience, all completed items of work as of that date will be paid for at the Contract price. Payment for partially completed work will be paid for at agreed prices. Items which are eliminated in their entirety by such termination will be paid for only to the extent provided in Paragraph 2.5.3. Payment for new items, if any, will be made either at agreed prices or in accordance with Article 14.

Materials obtained by the Contractor for the Work but which have not been incorporated therein may, at the option of the State, be purchased from the Contractor at actual cost delivered to a prescribed location, or otherwise disposed of as mutually agreed.

Within 60 days of the effective termination date, the Contractor shall submit claims for additional costs actually incurred, not covered above or elsewhere in the Contract. Such claims may include such cost items as reasonable mobilization efforts, overhead expenses attributable to the Work performed, subcontractor costs not otherwise paid for, actual idle labor cost if Work is stopped in advance of the termination date. Costs, which are prohibited under provisions of the Contract and anticipated profits on work not performed, are not allowed.

- 2.5.3 If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for becomes the property of the State and the actual cost of any further handling will be paid for. If the material is returnable to the vendor and if the State so directs, the material shall be returned and the Contractor will be paid for the actual cost or charges made by the vendor for returning the material. The actual costs of handling returned material will be paid for.

The actual costs or charges will be computed in the same manner as if the work were to be paid for as provided in the Contract. However, no profit will be allowed.

#### 4.2 New Jersey Prevailing Wage Act

Delete Article 4 Section 4.2.1 (a.) (2) of the General Conditions.  
Replace with: Supplementary Instructions to Bidders IB5.5.

### ARTICLE 10 PAYMENTS

#### 10.1 Contractor Payment Process

##### 10.1.3 Delete Paragraph 2 under this section in its entirety. Add the following in its place:

The contractor may, after 50 percent of the contract work is in place and if such work is proceeding on schedule, apply for a reduction in the amount to be retained by the State for the duration of the contract. Such application must be in writing and accompanied by documentation denoting formal consent of surety to the reduction in retainage. If the Director determines that the contractor's performance has been satisfactory and that the reduction is warranted and appropriate, the State may, with the next progress payment, release any portion of the accumulated retainage in excess of five percent of the work in place and retain an amount equal to five percent of the work in place for the duration of the contract. If progress of the work is not maintained in accordance with the approved schedule, the Director may elect to re-institute retainage of ten percent of the work in place for the duration of the contract.